

EXHIBIT G

BINGHAM

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October 12, 2010

Via Email and
First Class Mail

Eric J. Snyder, Esq.
Wilk Auslander LLP
675 Third Avenue
New York, NY 10017

RE: IN RE RAMP CHEVROLET
UNITED STATES BANKRUPTCY COURT FOR THE EASTERN
DISTRICT OF NEW YORK, CASE NO. 09-77513

Dear Eric:

Following up on our earlier conversation, I write on behalf of General Motors LLC ("GM" or "New GM") with respect to the motion filed by the Debtor Ramp Chevrolet, Inc. ("Debtor" or "Ramp") for an order finding GM in violation of the automatic stay (the "Motion") in connection with GM's calculation of the so-called "Wind-Down Payment" pursuant to the "Wind-Down Agreements" executed by Ramp and approved by the Bankruptcy Court as part of the General Motors Corporation ("Old GM") bankruptcy. Ramp challenges GM's position that pursuant to the Wind Down Agreements the Wind-Down Payment to be paid is net of any monies owed to it by the Debtor.

As you know, the United States Bankruptcy Court for the Southern District of New York in an order issued on July 5, 2009 specifically approved the form of Wind-Down Agreements executed by Ramp. See Order (i) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement with NGMCO, Inc., a U.S. Treasury-Sponsored Purchaser; (ii) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (iii) Granting Related Relief" (the "363 Sale Order"), ¶31. Further, in §13 of the Wind-Down Agreements, Ramp "consent[ed] and agree[d] that the Bankruptcy Court [for the Southern District of New York] shall retain full, complete and exclusive jurisdiction to interpret, enforce, and adjudicate disputes concerning the terms of this Agreement and any other matter related thereto."

Consistent with that provision, ¶71 of the 363 Sale Order provides as follows:

This Court retains exclusive jurisdiction to enforce and implement the terms and provisions of this Order, the [Amended and Restated Master Sale and Purchase Agreement between the former General

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Motors Corporation and New GM], all amendments thereto ... and each of the agreements executed in connection therewith, including the Deferred Termination Agreements, in all respects, including, but not limited to, retaining jurisdiction to ... (f) resolve any disputes with respect to or concerning the Deferred Termination Agreements.¹

Further, ¶31 of the 363 Sale Order holds that Wind-Down Agreements such as the ones executed by Ramp “represent valid and binding contracts, enforceable in accordance with their terms.”

While Ramp makes a number of arguments, the Motion essentially comes down to a singular claim and issue: whether the reconciliation provision included in the Wind-down Agreement is enforceable as written against a dealer who has filed for bankruptcy and has assumed the wind-down agreement post-petition? While Ramp would like to characterize the issues as relating to set off or a pre-versus post-petition analysis of GM's actions, etc., in the end, the substantive issue raised by the Motion is whether a bankruptcy debtor who wants to claim the benefit of the Wind-Down Agreement (and, thus, compel a wind-down payment) and then assumes the Wind-Down Agreement is subject to all of the provisions in the Wind-Down Agreement, including the specific provision that the final wind-down payment may be reduced by any monies owed to GM as reflected on the open account or otherwise. Regardless of the label it may want to attach to its arguments, Ramp's Motion ultimately challenges the enforceability of the provisions of the Wind-Down Agreement and as such, implicates the exclusive jurisdiction provision.

GM therefore demands that Ramp withdraw its Motion and otherwise cease and desist any efforts to assert the claims attempted to be stated in the Motion in any forum other than the United States Bankruptcy Court for the Southern District of New York. GM will cooperate in requesting a withdrawal of the Motion in the Ramp bankruptcy proceeding so that the matters can be properly addressed before Judge Gerber.

Absent immediate compliance with this demand, as I indicated, GM will have no choice but to institute appropriate proceedings to enforce the 363 Sale Order and the Wind-Down Agreements and seek other appropriate legal and

¹ Recital JJ of the 363 Sale Order defines “Deferred Termination Agreements” to include “Wind-Down Agreements.”

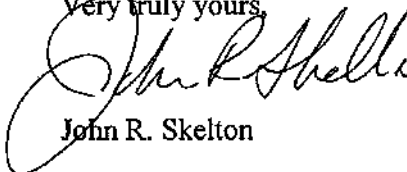
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equitable relief, including an award of reasonable attorneys' fees and costs under §5(e) of the Wind-Down Agreement. Also, although GM does not want to burden Judge Gerber's schedule with an emergency motion, it will have no choice but to seek a hearing before October 27.

At the very least, GM requests that Ramp request that the hearing on the Motion currently scheduled for the 27th be continued so that the matter can be brought before Judge Gerber on a non-emergency basis. (GM will consent to the continuance in the Ramp case and cooperate with any necessary filing, i.e., a joint request, etc.). (Also, I have confirmed that the issues in Ramp need not be determined prior to October 31). If Ramp is put over, GM will not file an emergency motion with Judge Gerber. GM would also consider deferring the submission of this matter to Judge Gerber until such time as the *Rally* matter has been decided (I understand that there is a temporary stay of Judge Gerber's order in *Rally* to permit an appeal to the District Court.). Please let me know as soon as possible your position on the potential deferral so we can take appropriate action.

Of course, when the Ramp matter is submitted to Judge Gerber, Ramp will be free to argue that the matter should not be before Judge Gerber because it does not challenge the Wind-Down Agreement itself, but only the application of the Wind-Down Agreement in a bankruptcy context. .

Very truly yours,



John R. Skelton

JRS/gbo

From: Eric Snyder <esnyder@wilkauslander.com>
To: Skelton, John R.
Sent: Wed Oct 13 16:31:56 2010
Subject: Re: Ramp

John

We will not agree to adjourn the motion.

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On Oct 12, 2010, at 5:21 PM, "Skelton, John R." <john.skelton@bingham.com> wrote:

10/20/2010

Eric,

Please see the letter we discussed. As you will see, I also included a request that at the very least, Ramp seek to have the hearing on the Motion currently scheduled for the 27th be continued so that the matter can be brought before Judge Gerber on a non-emergency basis. GM will consent to the continuance case and cooperate with any necessary filing, i.e., a joint request, etc. I have confirmed that the issues in Ramp need not be determined prior to October 31. If Ramp is put over, GM will not file an emergency motion with Judge Gerber. GM would also consider deferring the submission of this matter to Judge Gerber until such time as the *Rally* matter has been decided. I understand that there is a temporary stay of Judge Gerber's order in *Rally* to permit an appeal to the District Court. Please let me know as soon as possible your position on the potential deferral so we can take appropriate action.

John

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10/20/2010